

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: 440 OF 2011

BETWEEN:

THE PROPRIETORS, STRATA PLAN NO. 151



Plaintiff

AND

GREGORY WAYNE CREW

Defendant

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WRIT OF SUMMONS

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TO: Gregory Wayne Crew  
763 Clayton Street  
San Francisco, CA 94117  
USA

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 28 days after the service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court office, PO Box 495, George Town, Grand Cayman KY1-1106, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgment within the time stated, or if you return the Acknowledgment without stating therein an intention to contest the

proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

Issued this 8<sup>th</sup> day of November 2011

NOTE - This Writ may not be served later than 4 calendar months (*or, if leave is required to effect service out of the jurisdiction, 6 months*) beginning with the date of issue unless renewed by order of the Court.

**IMPORTANT**

Directions for Acknowledgement of Service are given with the accompanying form.

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STATEMENT OF CLAIM

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1. The Plaintiff is and was at all material times a Strata Corporation formed pursuant to the *Strata Titles Registration Law (1996 Revision)* and having an address of PO Box 1569, Grand Cayman, KY1-1110 Cayman Islands. It is also known as Windsor Village.
2. The Defendant is an individual resident in the United States of America. The Defendant's mailing address as registered with the Registrar of Lands is Unit A, 763 Clayton Street, San Francisco, California, USA, 94117. The Defendant is the proprietor of Block 7D Parcel 30H13 and known locally as Apartment #14, Windsor Village (the "Property").
3. The Property is subject to a restraining order made on 11 August 2005 pursuant to the Proceeds of Criminal Conduct Law made in support of criminal proceedings commenced in the United States of America against Richard Peterson. The order restricts dealings with the Property except for the lease of the Property by the Plaintiff permitted by the variation order on 17 October 2006 (the "First Variation Order") and the sale of the property as permitted by a further variation order on 24 March 2011 (the "Second Variation").
4. At the time of the Variation Order, the Defendant owed the Plaintiff approximately CI\$12,000.00 for unpaid assessments, administrative charges for non payment and interest in accordance with the Plaintiff's by-laws.
5. The Plaintiff has leased the Property to arms-length third party tenants since 11 November 2007 at fair market value. In compliance with the Variation Order, the Plaintiff had provided rental revenue reports to the Honourable Chief Justice of the Grand Court of the Cayman Islands on a quarterly basis. However due to the unit not being continuously rented and the monthly assessments accruing for general maintenance and insurance costs, as of 27 September 2011 the Defendant owed the sum on CI\$116,485.03 inclusive of legal fees as set out in the appendix hereto.

6. The Plaintiff relies on the *Strata Titles Registration Law (2005 Revision)* (the "Strata Law") and the Registered by-laws of the Proprietors of Strata Plan No. 151 (the "Strata By-Laws").
7. Pursuant to the Strata Law and the Strata By-Laws, the Plaintiff is entitled to assess and collect administrative fees from the proprietors for common expenses and incidental expenses such as insurance, repairs to damaged property and general upkeep of the strata lots and common property.
8. Pursuant to paragraph 5(3)(b)(a) of the Strata By-Laws, unpaid assessments accrue interest at the rate of 4% per annum above the thirty day London Interbank Offered Rate for United States dollars at the time of default with a minimum of 12% per annum which interest shall accrue from day to day with monthly rests.
9. Pursuant to paragraph 5(3)(b)(c) of the Strata By-Laws, it is the Proprietor's obligation to pay to the Corporation any expenses which the Corporation incurs in collecting any amount which the Proprietor owes the Corporation including the full amount of all legal expenses on a full indemnity basis both before and after any judgment.
10. The Plaintiff did assess common expenses and rendered invoices of such assessments on the Defendant from time to time contemporaneous with the assessments.
11. Notwithstanding the rendering of invoices for assessments, from time to time, and a demand for payment made prior to the commencement of these proceedings, the Defendant has either failed or neglected to pay assessed common expenses in the sum of CI\$116,485.03 plus interest of CI\$1,455.27.
12. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceeding.

**AND THE PLAINTIFF CLAIMS:**

- (a) CI\$116,485.03 being the principal sum of the expenses owing as at 27 September 2011;
- (b) CI\$1,455.27 interest to 4 November 2011 at the rate of 12% per annum in accordance with the Strata By-Laws;
- (c) Pre and post judgment interest at the rate of 12% pursuant to paragraph 5(3)(b)(a) of the Strata By-Laws;

- (d) Alternatively, pre and post-judgment interest in accordance with the *Judicature Law (2002 Revision)* and the Judgment Debt (Rates of Interest) Rules as amended from time to time;
- (e) Costs in accordance with paragraph 5(3)(b)(c) of the Strata By-Laws;
- (f) Alternatively, costs on an indemnity basis or standard basis in accordance with the Court Costs Rules 2001;
- (g) Such further and other relief as this Court may deem just.

Appleby (Cayman) Ltd.  
Appleby (Cayman) Ltd.  
Attorneys for the Plaintiff

**INDORSEMENT**

The principal amount claimed in respect of the debt is CI\$116,485.03 plus of interest of CI\$1,455.27 as of the date of filing. The amount of the filing fees to commence the proceeding is CI\$200.00 plus ad valorem fees of CI\$982.43. If, within the time for returning the acknowledgement of service, the defendant pays the plaintiff or its attorneys-at-law the total amount claimed in principal, interest to date of payment and the costs of issuing the Writ of Summons and Statement of Claim, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

**INDORSEMENT REGARDING INTEREST**

1. The contractual term upon which interest is claimed is as set out in paragraph 5 above;
2. The prescribed rate of interest is 12% per annum;
3. The date from which interest is payable is 28 September 2011;
4. The total interest claimed as at 4 November 2011 is CI\$1,455.27; and
5. The amount of interest accruing due each day is CI\$38.30.

This WRIT OF SUMMONS and STATEMENT OF CLAIM was issued by Appleby (Cayman) Ltd., attorneys-at-law for the Plaintiff, whose address for service is PO Box 190, Grand Cayman, KY1-1104, Cayman Islands (HS/317405.0004)

# APPENDIX

## STRATA STATEMENT

WINDSOR VILLAGE - STRATA PLAN #151

C/O BCQS Property Management Limited  
 PO Box 871  
 Grand Cayman KY1-1103  
 Cayman Islands All amounts in CI\$

Statement

Date
9/27/2011

To:
Gregory Crew Unit 14 Windsor Village 763 Clayton Street Unit A, San Francisco CA 94117, USA

		Amount Due	Amount Enc.		
		\$116,485.03			
Date	Transaction	Amount	Balance		
12/31/2005	Balance forward		0.00		
12/31/2006	INV #B/F. Due 12/31/2006.	12,756.00	12,756.00		
12/31/2006	INV #B/F May 06. Due 12/31/2006.	11,358.48	24,114.48		
12/31/2006	INV #B/F Oct 06. Due 12/31/2006.	1,305.85	25,420.33		
12/31/2006	INV #B/F Jul 06. Due 12/31/2006.	1,317.93	26,738.26		
12/31/2006	INV #B/F INS. Due 12/31/2006.	7,448.00	34,186.26		
12/31/2006	INV #B/FSutters. Due 12/31/2006.	5,000.00	39,186.26		
01/01/2007	INV #Q1-Unit 14. Due 01/01/2007.	2,548.00	41,734.26		
01/01/2007	INV #Int Apr 06. Due 01/01/2007.	1,683.46	43,417.72		
01/01/2007	INV #Int Aug 06. Due 01/01/2007.	1,119.43	44,537.15		
01/01/2007	INV #Int Sept 06. Due 01/01/2007.	358.19	44,895.34		
01/01/2007	INV #Int Dec 06. Due 01/01/2007.	1,064.14	45,959.48		
01/01/2007	INV #Int Jan 07. Due 01/31/2007.	347.17	46,306.65		
02/01/2007	INV #Int Jan 8. Due 02/28/2007.	369.18	46,675.83		
03/01/2007	INV #Int Mar 07. Due 03/31/2007.	464.21	47,140.04		
04/01/2007	INV #Q2-Unit 14. Due 04/01/2007.	1,305.85	48,445.89		
04/01/2007	INV #Int Apr 07. Due 04/30/2007.	429.29	48,875.18		
05/01/2007	INV #Int May 07. Due 05/31/2007.	436.11	49,311.29		
05/16/2007	INV #Ins 14. Due 05/16/2007.	11,446.40	60,757.69		
06/01/2007	INV #Int Jun 07. Due 06/30/2007.	414.23	61,171.92		
06/29/2007	INV #Q3 Unit 14. Due 07/21/2007.	1,305.85	62,477.77		
07/01/2007	INV #Int Jul 07. Due 07/31/2007.	419.66	62,897.43		
08/01/2007	INV #Int Aug 07. Due 08/31/2007.	557.43	63,454.86		
08/30/2007	INV #Aug 07 #14. Due 08/30/2007.	5,225.85	68,680.71		
09/01/2007	INV #Int Sep 07. Due 09/30/2007.	545.38	69,226.09		
09/20/2007	CREDMEM #Aug 07 #37.	-9,101.75	60,124.34		
09/22/2007	INV #Unit 14. Due 09/22/2007.	235.00	60,359.34		
09/30/2007	INV #CUC Sept. Due 11/30/2007.	93.83	60,453.17		
10/01/2007	INV #Int Oct 07. Due 10/31/2007.	603.59	61,056.76		
11/01/2007	INV #Int Nov 07. Due 11/01/2007.	631.04	61,687.80		
11/01/2007	INV #Letting Fee. Due 11/26/2007.	1,127.50	62,815.30		
11/26/2007	INV #Letting Fee. Due 11/26/2007.	88.56	62,903.86		
11/26/2007	GENJRNL #119. Rent for #14	-2,166.44	60,737.42		
<b>CURRENT</b>	<b>1-30 DAYS PAST DUE</b>	<b>31-60 DAYS PAST DUE</b>	<b>61-90 DAYS PAST DUE</b>	<b>OVER 90 DAYS PAST DUE</b>	<b>Amount Due</b>
0.00	21.04	21.16	2,327.50	114,115.33	\$116,485.03

WINDSOR VILLAGE - STRATA PLAN #151  
 C/O BCQS Property Management Limited  
 PO Box 871  
 Grand Cayman KY1-1103  
 Cayman Islands All amounts in CI\$

**Statement**

Date
9/27/2011

To:
Gregory Crew Unit 14 Windsor Village 763 Clayton Street Unit A, San Francisco CA 94117, USA

		Amount Due	Amount Enc.		
		\$116,485.03			
Date	Transaction	Amount	Balance		
11/30/2007	INV #Legal. Due 11/30/2007.	5,320.92	66,058.34		
11/30/2007	INV #Utilities. Due 09/30/2007.	46.12	66,104.46		
12/01/2007	CREDMEM #Rent Dec 07.	-2,255.00	63,849.46		
12/01/2007	INV #Int Dec 07. Due 12/01/2007.	605.32	64,454.78		
12/31/2007	INV #FC 34. Due 12/31/2007. Invoice	7,149.95	71,604.73		
01/01/2008	INV #13. Due 01/01/2008. Quarterly Maintenance Fees	1,607.20	73,211.93		
01/31/2008	INV #141. Due 01/31/2008. January Interest	636.44	73,848.37		
02/07/2008	PMT Rent pmt US\$2750	-2,255.00	71,593.37		
02/07/2008	PMT Rent pmt US\$2750	-2,255.00	69,338.37		
02/18/2008	GENJRNL #73. CUC #14	343.98	69,682.35		
02/29/2008	INV #142. Due 02/29/2008. February interest	620.26	70,302.61		
03/31/2008	INV #143. Due 03/31/2008. March interest	603.91	70,906.52		
04/01/2008	INV #48. Due 04/01/2008. Quarterly Maintenance Fees	1,607.20	72,513.72		
04/10/2008	CHK #1006. Washer dryer	1,285.10	73,798.82		
04/23/2008	PMT #BOB 464206. US\$2750	-2,255.00	71,543.82		
04/23/2008	PMT #BoB 11875. Rent US\$2750 less WM install	-2,152.50	69,391.32		
04/30/2008	INV #144. Due 04/30/2008. April Interest	616.32	70,007.64		
05/01/2008	PMT US\$2750	-2,255.00	67,752.64		
05/29/2008	GENJRNL #74. CUC unit 14	404.96	68,157.60		
05/31/2008	INV #145. Due 05/31/2008. May interest	599.94	68,757.54		
06/20/2008	PMT Rent plus CUC US\$3242.98	-2,659.24	66,098.30		
06/30/2008	INV #147. Due 06/30/2008. June interest	583.38	66,681.68		
07/01/2008	INV #83. Due 07/01/2008. Quarterly Maintenance Fees	1,607.20	68,288.88		
07/01/2008	INV #118. Due 07/01/2008. Annual Insurance	10,619.72	78,908.60		
07/31/2008	INV #146. Due 07/31/2008. July Interest	635.84	79,544.44		
08/01/2008	PMT US\$2750	-2,255.00	77,289.44		
08/15/2008	PMT US\$2750	-2,255.00	75,034.44		
08/31/2008	INV #256. Due 08/31/2008. Interest on overdue assessment	793.82	75,828.26		
09/18/2008	PMT #120170 BoB.	-2,255.00	73,573.26		
09/30/2008	INV #257. Due 09/30/2008. Interest on overdue assessment	748.72	74,321.98		
10/01/2008	INV #204. Due 10/01/2008. Quarterly Maintenance Fees	1,607.20	75,929.18		
10/02/2008	PMT #BOB 468459. US\$2750.00 @.82	-2,255.00	73,674.18		
10/31/2008	PMT #RENT.	-2,255.00	71,419.18		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	21.04	21.16	2,327.50	114,115.33	\$116,485.03

WINDSOR VILLAGE - STRATA PLAN #151

C/O BCQS Property Management Limited  
 PO Box 871  
 Grand Cayman KY1-1103  
 Cayman Islands All amounts in CI\$

Statement

Date
9/27/2011

To:
Gregory Crew Unit 14 Windsor Village 763 Clayton Street Unit A, San Francisco CA 94117, USA

		Amount Due	Amount Enc.		
		\$116,485.03			
Date	Transaction	Amount	Balance		
10/31/2008	INV #258. Due 10/31/2008. Interest on overdue assessment	726.17	72,145.35		
11/26/2008	PMT Online Payment	-2,255.00	69,890.35		
11/30/2008	INV #259. Due 11/30/2008. Interest on overdue assessment	697.13	70,587.48		
12/22/2008	PMT Online Transfer Rent	-2,255.00	68,332.48		
12/31/2008	GENJRNAL #133. Trs from recoverable legal fees	5,000.00	73,332.48		
01/01/2009	INV #272. Due 01/01/2009. Quarterly Maintenance Fees	1,607.20	74,939.68		
01/01/2009	INV #307. Due 01/01/2009. Special Assessment YE 2008 due on or before 31st January 2009	2,603.13	77,542.81		
02/02/2009	PMT Online Payment Rent	-2,255.00	75,287.81		
03/02/2009	PMT US\$2750 @ 0.82	-2,255.00	73,032.81		
03/25/2009	PMT US\$2750 @ 0.82	-2,255.00	70,777.81		
04/01/2009	INV #398. Due 04/01/2009. Quarterly Maintenance Fees	1,607.20	72,385.01		
04/27/2009	PMT Rent US\$2750 @ 1.21951	-2,255.00	70,130.01		
04/30/2009	GENJRNAL #143. Trs from #14 amounts receivable	-162.69	69,967.32		
05/25/2009	PMT Rent payment from Bunn & Joshua	-2,255.00	67,712.32		
06/01/2009	INV #461. Due 06/01/2009. Insurance 2009/10 first instalment due by 30th June 2009	4,418.14	72,130.46		
06/30/2009	PMT	-2,255.00	69,875.46		
07/01/2009	INV #509. Due 07/01/2009. Quarterly Maintenance Fees	1,607.20	71,482.66		
07/23/2009	INV #545. Due 07/23/2009. 2nd Instalment Insurance 2009/10 due by 12th August 2009	4,296.21	75,778.87		
08/01/2009	GENJRNAL #156. Trs from tenants deposits - used to pay August rent	-2,255.00	73,523.87		
10/01/2009	INV #620. Due 10/01/2009. Quarterly Maintenance Fees	1,607.20	75,131.07		
10/14/2009	GENJRNAL #161. Trs to finance charge income	-7,149.95	67,981.12		
01/01/2010	INV #681. Due 01/01/2010. Sagicor Settlement Assessment	5,532.03	73,513.15		
01/01/2010	INV #716. Due 01/01/2010. Quarterly Maintenance Fees	1,607.20	75,120.35		
01/31/2010	INV #768. Due 01/31/2010. Late Fees	679.81	75,800.16		
03/31/2010	INV #836. Due 03/31/2010. Late Fees	758.00	76,558.16		
04/01/2010	INV #810. Due 04/01/2010. Quarterly Maintenance Fees	1,607.20	78,165.36		
06/01/2010	INV #877. Due 06/01/2010. 2010/11 Insurance Premium. 50% due June 1st the balance due on July 1st 2010	8,243.17	86,408.53		
07/01/2010	INV #960. Due 07/01/2010. Quarterly Maintenance Fees	1,607.20	88,015.73		
10/01/2010	INV #1070. Due 10/01/2010. Quarterly Maintenance Fees	1,607.20	89,622.93		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	21.04	21.16	2,327.50	114,115.33	\$116,485.03

WINDSOR VILLAGE - STRATA PLAN #151

C/O BCQS Property Management Limited

PO Box 871

Grand Cayman KY1-1103

Cayman Islands All amounts in CI\$

Statement

Date
9/27/2011

To:
Gregory Crew Unit 14 Windsor Village 763 Clayton Street Unit A, San Francisco CA 94117, USA

		Amount Due	Amount Enc.		
		\$116,485.03			
Date	Transaction	Amount	Balance		
01/01/2011	INV #1179. Due 01/01/2011. Quarterly Maintenance Fees	1,607.20	91,230.13		
01/01/2011	GENJRNL #232. Appleby inv# 3071305 (Strata Claim from Sept-Oct 2010)	658.68	91,888.81		
01/04/2011	GENJRNL #249. Legal Fees Appleby	662.70	92,551.51		
03/03/2011	GENJRNL #231. Legal Fees on behalf of strata	8,631.37	101,182.88		
04/01/2011	INV #1287. Due 04/01/2011. Quarterly Maintenance Fees	1,607.20	102,790.08		
05/01/2011	INV #1336. Due 05/01/2011. Insurance Premium 2011/12 50% of premium based on 2010/11 premium - balance to be billed once actual premium is know and adjusted accordingly.	4,121.59	106,911.67		
05/31/2011	GENJRNL #255. Trs from Suspense recharged legal fees	-658.68	106,252.99		
06/01/2011	INV #1371. Due 06/01/2011. Insurance 2011-12 balance of premium	4,742.20	110,995.19		
06/01/2011	GENJRNL #253. Water Authority ~ May	21.04	111,016.23		
06/07/2011	GENJRNL #252. Appleby inv#3104006 / 3107354	2,026.84	113,043.07		
06/20/2011	GENJRNL #256. Appleby inv#3110299 - May fees	1,072.26	114,115.33		
06/30/2011	GENJRNL #259. Appleby inv#3114138	720.30	114,835.63		
07/01/2011	INV #1434. Due 07/01/2011. Quarterly Maintenance Fees	1,607.20	116,442.83		
08/01/2011	GENJRNL #262. Water Authority ~ July	21.16	116,463.99		
08/31/2011	GENJRNL #270. Water ~ August	21.04	116,485.03		
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	21.04	21.16	2,327.50	114,115.33	\$116,485.03

DIRECTIONS FOR ACKNOWLEDGEMENT OF SERVICE  
OF WRIT OF SUMMONS

1. The accompanying form of Acknowledgement of Service should be completed by an Attorney acting on behalf of the Defendant or by the Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO BOX 495, GRAND CAYMAN KY1-1106.

2. A Defendant who states in his Acknowledgement of Service that he intends to contest the proceedings must also serve a Defence on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words of "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his Defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A Stay of Execution against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgement of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgement, but he must, within that time, issue a Summons for a Stay of Execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

*See over for notes for guidance*

*Please complete overleaf*

## Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (*the name stated on the Writ of Summons*)".
4. Where the Defendant is a FIRM and an attorney is not instructed, the form must be completed by a PARTNER by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual TRADING IN A NAME OTHER THAN HIS OWN, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a Limited Company the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a MINOR or a MENTAL PATIENT, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO:

OF 2011

B E T W E E N:

THE PROPRIETORS, STRATA PLAN NO. 151

Plaintiff

AND

GREGORY WAYNE CREW

Defendant

---

ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS

---

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, THIS FORM MAY HAVE TO BE RETURNED.

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

- 
1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged:
- 
2. State whether the Defendant intends to contest the proceedings (tick appropriate box)  
 YES  NO
- 
3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (tick box)  
 YES
- 

Service of the Writ is acknowledged accordingly

Date: [ ] [ ] 200[ ]

[ ]

Attorneys for [Defendant]

Address for service:

**Notes on address for service**

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman KY1-1104 where communications for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

*Endorsement by Plaintiff's Attorney (or by Plaintiff if suing in person) of his name, address and reference, if any, in the box below.*

Appleby (Cayman) Ltd.  
Attorneys-at-Law  
Clifton House  
75 Fort Street  
PO Box 190  
George Town  
Grand Cayman KY1-1104  
Ref: HS/317405.0004

*Endorsement by Defendant's Attorney (or by Defendant if suing in person) of his name, address and reference, if any, in the box below.*

[Empty box for Defendant's Attorney endorsement]